

**PARK AND RECREATION IMPACT FEE CREDIT AGREEMENT
BY AND BETWEEN THE TOWN OF WHITESTOWN
AND D.R. HORTON – INDIANA, LLC d/b/a WESTPORT HOMES**

THIS PARK AND RECREATION IMPACT FEE CREDIT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the TOWN OF WHITESTOWN, Indiana, an Indiana municipality ("Town"), and D.R. HORTON – INDIANA, LLC, a Delaware limited liability company d/b/a WESTPORT HOMES ("Builder"), as follows:

WHEREAS, pursuant to Ind. Code § 36-7-4 *et. seq.*, the Town adopted an ordinance establishing park and recreation impact fees that are assessed for new development;

WHEREAS, the Town desires to foster the development and improvement of its parks and parks infrastructure through cooperative efforts with the development community;

WHEREAS, Builder desires to assist the Town in its effort to improve the Town's parks system and infrastructure;

WHEREAS, Builder owns (or is the contract purchaser of) approximately 189.59 acres of real property described and/or depicted in Exhibit A known as Trailside, and approximately 19.88 acres of real property described and/or depicted in Exhibit B known as Prairie Chase, all of which is incorporated herein (the "Real Estate");

WHEREAS, the Trailside development will have a total buildout of approximately 581 single family residential units (the "Trailside Community");

WHEREAS, the Prairie Chase community will have a total buildout of approximately 62 single-family duplex units (31 structures), generally known as Prairie Chase Neighborhood ("Prairie Chase Community"); the Trailside Community and the Prairie Chase Community together shall hereinafter be referred to as the "Communities"; and

WHEREAS, the Communities may be built in phases, each of which is subject to park impact fees of the Town; and

WHEREAS, Builder desires to acquire and convey to the Town and the Town desires to accept the real property described and depicted in Exhibit C, which is incorporated herein (the "Park Land"), to assist the Town in improving the Town's parks system and infrastructure; and

WHEREAS, the parties acknowledge that Builder will record a permanent sanitary sewer easement and temporary construction easement encumbering the Park Land, in the form and substances that will be required by the Town, and the Town will permit Builder to install the sewer facilities as required by the Town for sewer service to the Communities under and through the sanitary sewer easement on the Park Land; and

WHEREAS, pursuant to Ind. Code § 36-7-4-1335, in consideration for Builder causing the Park Land to be conveyed to the Town, the Town desires to issue Builder a park impact fee ("PIF") credit up to an amount equal to the fair market value of the Park Land based on the average of two (2) appraisals.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as full satisfaction of the parties' responsibilities under Ind. Code §36-7-4-1335, the parties do hereby agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as if fully set forth in this Article I.

ARTICLE II. COMMITMENTS

2.01 Builder's Commitment. In consideration for the Town issuing PIF credits as set forth below, in the event Builder purchases the Trailside Community and the Park Land, Builder agrees to acquire and convey the Park Land to the Town. The Park Land and any improvements therefore shall be conveyed to the Town by Limited Warranty Deed in fee simple in a form reasonably required by the Town, free and clear of all liens and encumbrances not reasonably acceptable to the Town, and with a standard owner's policy of title insurance issued by a title company reasonably acceptable to the Town, in which the title insurer agrees to insure, in the full amount of the PIF Credits (as hereinafter defined), merchantability title to the Property in the name of the Town, all at Builder's sole cost and expense.

Prior to Builder's acquisition of the Park Land and transfer of the Park Land to the Town, the Builder shall provide an adequate opportunity for the Town to conduct environmental surveys, review title work, and obtain other feasibility studies related to the Town's proposed use of the Park Land at the Town's own cost and expense, and the Town shall have the right to satisfy itself relative to drainage, permits, environmental conditions, access, and any other matters relevant to the Town's proposed use of the Park Land as park and recreation property ("Contingencies"). In the event that the Town determines that it is not satisfied as to any Contingencies prior to the Town's acceptance of the Park Land, the Town may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement. In addition, the Town may terminate this Agreement if the Builder fails to transfer the Park Land to the Town as set forth herein within one (1) year of execution of the Agreement.

2.02 Terms of Conveyance. BUILDER SHALL CONVEY THE PARK LAND TO THE TOWN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. BUILDER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT OR FUTURE AS TO OR CONCERNING THE PARK LAND, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Notwithstanding the foregoing, the Builder will provide standard warranties of title and other assurances as may be reasonably required to eliminate exceptions to title in any Owner's Title Insurance policy that are not acceptable to Town and are reasonably within Builder's control. Town acknowledges that Town will have the opportunity to conduct a feasibility study of the Park Land pursuant to the preceding paragraph. If the Town determines to accept the Park Land, the Park Land shall be accepted by Town in its then-present condition, "AS IS, WITH ALL FAULTS".

Without limiting the foregoing, Town acknowledges and agrees that Builder has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Park Land, including, without limitation, the water, soil and geology, and/or the environmental condition of the Park Land; (ii) the water, soil and geology, the suitability thereof and/or of the Park Land for any and all activities and uses which Town may elect to conduct; (THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR BUILDER'S ENTERING INTO THIS AGREEMENT AND SHALL SURVIVE CLOSING. THE TOWN ACKNOWLEDGES THAT BUT FOR BUILDER'S AGREEMENT TO THE PROVISIONS OF THIS SECTION, BUILDER WOULD NOT DEDICATE THE PARK LAND TO TOWN.

2.03 Town's Commitments. Within thirty (30) days of the Town's acceptance of the transfer of the Park Land to the Town, the Town will issue Builder the PIF Credits in an amount equal to the lesser of: (a) the Builder's actual cost to purchase the Park Land and transfer the Park Land to the Town, inclusive of closing fees and title policy expenses, or (b) the fair market value of the Park Land as determined by the average of two appraisals ("PIF Credits"). One appraisal shall be obtained by the Town and the other appraisal will be obtained by Builder. Both appraisals will be prepared by appraisers licensed in the State of Indiana. The PIF Credits, once issued by the Town, may be applied by the Builder against the PIFs that are or may be owed to the Town by the Builder for new residential units in the Communities.

This Agreement shall not provide any PIF Credits for the Builder concerning any other development. Accordingly, the PIF Credits authorized in this Agreement may be applied by Builder only to those park impact fees that may be imposed on new residential units within the Communities. The Builder shall pay any additional PIFs to the Town if the amount of PIF's owed for the Community exceed the total available PIF Credits. Moreover, notwithstanding anything to the contrary, all PIF Credits not used for new residential units within the Communities within ten (10) years of execution of this Agreement shall expire and will no longer be available for use against PIFs.

The parties acknowledge that Builder will be required by the Town to record both a permanent sanitary sewer easement and temporary construction easement encumbering the Park Land, in the form and substance that will be required by the Town, for the installation of the sewer facilities that will be reasonably required by the Town for sewer service to the Communities.

2.04 Conditions Precedent. The obligations of Builder and the Town under this Agreement are expressly conditioned upon Builder's acquisition of the Trailside Community and the Park Land, in Builder's sole and absolute discretion, and acceptance of the Park Land by the Town, in Town's sole and absolute discretion. In the event Builder fails to acquire both properties within one (1) year of the date of this Agreement, either party may terminate by written notice to the other, whereupon neither party shall have any further obligations hereunder.

ARTICLE III. GENERAL PROVISIONS

3.01 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

3.02 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and allow the party alleged to have failed to perform thirty (30) days to cure any such breach. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

3.03 Amendment. This Agreement may be amended only by the mutual consent of the parties, and by the execution of said amendment by the parties or their successors in interest.

3.04 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

3.05 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

3.06 Indiana Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Boone County, Indiana.

3.07 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To Builder:

D.R. Horton – Indiana, LLC
d/b/a Westport Homes
Attn: Matt Dunn
9210 N. Meridian Street
Indianapolis, Indiana 46260
Matt.Dunn@westport-home.com

With a copy to:

D.R. Horton, Inc.
9555 South Kingston Ct.
Englewood, CO 80112
Attn: Robert Coltin, Region Counsel
Telephone: (720) 488-2092

To the Town of Whitestown:

Attn: Parks Director
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, Indiana 46075

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

3.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

3.09 Assignment. The rights and obligations contained in this Agreement may not be assigned by Builder without the consent of the Town, which shall not be unreasonably withheld. Notwithstanding the foregoing, Builder may assign all or any portion of the PIF Credits to any subsequent owner or owners of property within the Communities without the consent of the Town.

3.10 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

3.11 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Town has approved or ratified this Agreement as required by law.

3.12 Corporate Approval. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF BUILDER UNLESS THIS AGREEMENT OR SUCH AMENDMENT IS EXECUTED BY ANY ONE OF DONALD R. HORTON, DAVID V. AULD, BILL W. WHEAT, OR MICHAEL J. MURRAY, EACH AN OFFICER OF BUILDER. Such approval by an Authorized Officer is referred to as "Corporate Approval".

[SIGNATURES ON THE FOLLOWING PAGE]

D.R. HORTON – INDIANA, LLC
a Delaware limited liability company
d/b/a Westport Homes

By: D.R. HORTON, Inc. – Midwest
a California corporation
Its sole member



Matthew J. Dunn
Division President

Town of Whitestown

Nathan Messer, Parks Director

Builder's Corporate Approval:

D.R. HORTON – INDIANA, LLC
a Delaware limited liability company
d/b/a Westport Homes

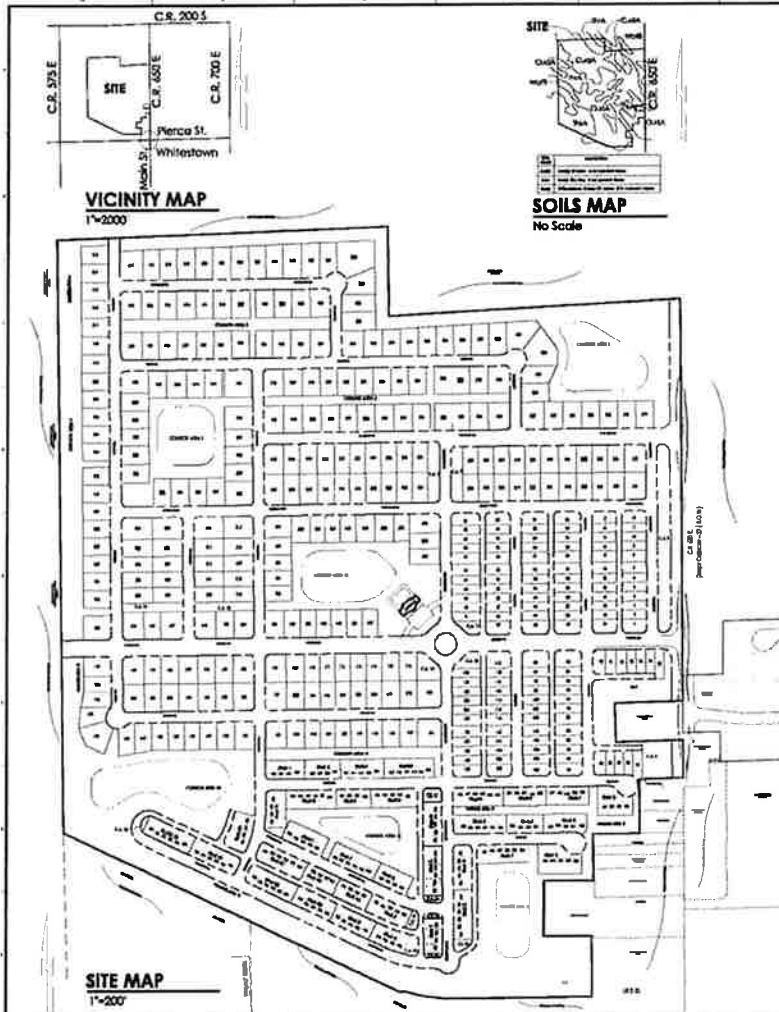
By: D.R. HORTON, Inc. – Midwest
a California corporation
Its sole member

By:

Name: David V. Auld

Title: President and CEO

The Real Estate / Trilside Community



PRIMARY PLAT TRAILSIDE

Part of Sec 18, T18N, R2E, Worth Township, Boone County, Indiana

DATE OF SUBMISSION: January 3, 2019
DOCKET NO.: PC19-003-PP & PC19-004-CP

CONTACTS:

DEVELOPER:
D. R. Horton
7210 N. Meridian Street
Indianapolis, IN 46260
Christopher McJinney 317-844-0433
Email: cmcjinney@weepparl.com

LAND SURVEYOR/ENGINEER:
Weiha Engineers
10505 N. College Avenue
Indianapolis, IN 46260
Rock Hill 317-844-6411
Email: oliver@weiha.net

SITE DATA

[illegible]

OPEN SPACE CALCULATIONS

Overall Size:	189.36 Acres +/-
Open Spaces Provided:	53.90 Acres +/- (28.44 %)

OPERATING AUTHORITIES

Water:
Whitewater Utilities
6210 Veterans Drive
Whitestown, IN 46075
317-733-8584

**Serinity Senior
Whitestown Office**
4210 Veterans Drive
Whitestown, NJ 07075
317-733-8564

Electric
Duke Energy
16475 Southpark Drive
Westfield, IN 46074

Boone County RMC
1237 Indianapolis Avenue
Lebanon, Indiana 46052

LEGAL DESCRIPTION

8. NAME OF THE QUALIFIED ISSUING AND THE ENDORSED ISSUING OF WILSON IN COMPANY IS AND IN NAME & LAST OF THE ISSUING, ADDRESS AND PARTICULARS DESCRIBED AS FOLLOWING:

[illegible]

SHEET INDEX

SHEET NO.	DESCRIPTION
P100	COVER SHEET
P101-P108	OVERALL DEVELOPMENT PLAN & PERMIT PLAN
P109	EXISTING CONDITIONS
P110	B-E ANALYSIS MAP
PY11	STREET SECTION MAP
L100-L107	LANDSCAPE PLAN
L108	BUFFER DESIGNS

18303 N. College Avenue
Indianapolis, Indiana 46219
www.iaa.net

WEIHE
ENGINEERS
Land Surveying | Civil Engineering
Landscape Architecture

TRAILSIDE
J. H. HARTMAN
COVER SHEET

P100

EXHIBIT B

The Real Estate / Prairie Chase Community

PRIMARY PLAT PRAIRIE CHASE

Part of Sec 18, T18N, R2E, Worth Township, Boone County, Indiana

DATE OF SUBMISSION: APRIL 5, 2018

DOCKET NO.:

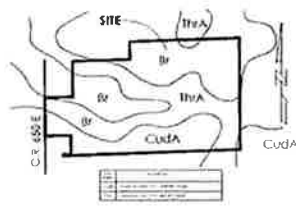
CONTACTS:

DEVELOPER:
Bainbridge Development, LLC
7910 N. Meridian Street
Indianapolis, IN 46260
Christopher McKinney 317.844.6433
Email: c.mckinney@bainbridge.com

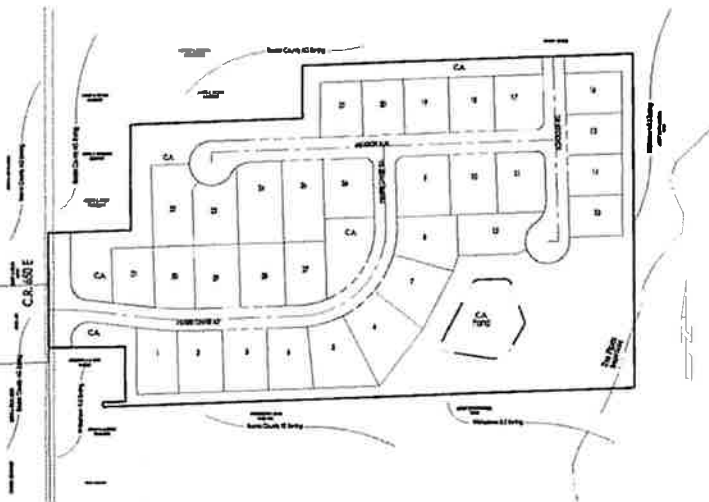
LAND SURVEYOR/ENGINEER:
Weihe Engineers
10003 N. College Avenue
Indianapolis, IN 46260
Rick Ehn 317.846.6611
Email: rick@weihe.com



VICINITY MAP
1" = 1000'



SOILS MAP
No Scale

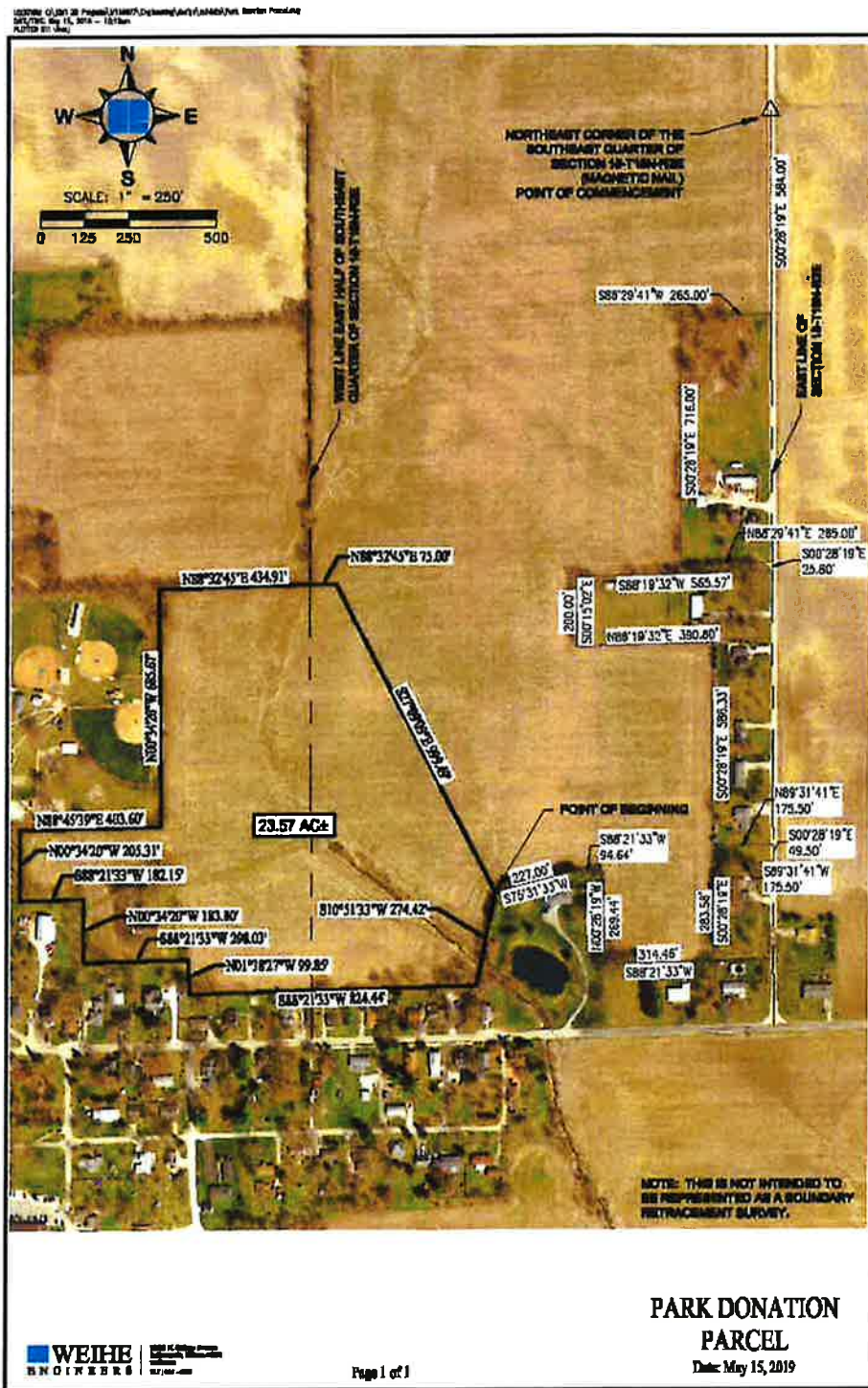


SITE MAP
1" = 100'

SITE DATA

EXISTING ZONING:	BT	GRID SPACE CALCULATIONS:	
USE: RESIDENTIAL	LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 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2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069		

EXHIBIT C
The Park Land



LAND DESCRIPTION:

A part of the East Half of Section 18, Township 18 North, Range 2 East, Worth Township, Boone County Indiana, being part of that 85.28 acre parcel surveyed by Jonathan E. Hause, P.S. 20600040 and shown on a plat of survey certified on March 20, 2019 as Hause Surveying and Engineering Job Number 19S095 (all monuments herein referenced are as set or found on the aforesaid Hause Survey), being more particularly described as follows:

Commencing at a magnetic nail found marking the location of the Northeast corner of the Southeast Quarter of said Section 18; thence South 00 degrees 28 minutes 19 seconds East 584.00 feet along the East line of the Southeast Quarter of said Section 18 to the Northeast described corner of the Myer Parcel recorded in Instrument Number 200700002816, in the Office of the Recorder of Boone County, Indiana, and a magnetic nail with metal washer stamped "HAUSE PLS20600040" (hereafter called mag nail with washer); thence South 88 degrees 29 minutes 41 seconds West 265.00 feet along the Northern described line of said Myer Parcel to the Northwest corner thereof and a 5/8-inch diameter rebar with blue plastic cap stamped "HAUSE PLS20600040" (hereafter called capped rebar); thence South 00 degrees 28 minutes 19 seconds East 716.00 feet along the Western described line of said Myer Parcel to the Southwest corner thereof and a found 5/8-inch diameter rebar; thence North 88 degrees 29 minutes 41 seconds East 265.00 feet along the Southern described line of said Myer Parcel to the Southeast corner thereof, the East line of the Southeast Quarter of said Section 18 and a found magnetic nail; thence South 00 degrees 28 minutes 19 seconds East 25.80 feet along the East line of the Southeast Quarter of said Section 18 to the Northeast described corner of the Wolfla Parcel recorded in Instrument Number 0105463, and a mag nail with washer; thence South 88 degrees 19 minutes 32 seconds West 565.57 feet along the North described line of said Wolfla Parcel to a found 5/8-inch diameter rebar; thence South 00 degrees 15 minutes 02 seconds East 200.00 feet along the line of said Wolfla Parcel as Surveyed by Mr. James D. Hall, P.S. 20500017, dated June 20, 2006 and recorded as Instrument Number 200600012810, to a 5/8-inch diameter rebar with plastic cap stamped "SEC 0001" (hereafter called Schneider rebar); thence North 88 degrees 19 minutes 32 seconds East 390.80 feet along the Southern described line of said Wolfla Parcel to the Western described line of the Wilson Parcel recorded in Deed Record 195, Page 591, and a found 5/8-inch diameter rebar; thence South 00 degrees 28 minutes 19 seconds East 586.33 feet along the Western described line of said Wilson Parcel, the Western described line of the Pennell Parcel recorded in Instrument Number 2018002583, the Western described line of the Reyonolds Parcel recorded in Instrument Number 201400000992, and the Western described line of the Walker Parcel recorded in Deed Record 202, Page 883, to the Southwest corner of said Walker Parcel and a found 5/8-inch diameter rebar; thence North 89 degrees 31 minutes 41 seconds East 175.50 feet along the Southern described line of said Walker Parcel to the Southeast corner thereof, the East line of the Southeast Quarter of said Section 18 and a mag nail with washer; thence South 00 degrees 28 minutes 19 seconds East 49.50 feet along the East line of the Southeast Quarter of said Section 18 to the Northeast described corner of the Ward Parcel recorded in Instrument Number 0113162, and a mag nail with washer; thence South 89 degrees 31 minutes 41 seconds West 175.50 feet along the Northern described line of said Ward Parcel to the Northwest corner thereof and a

capped rebar; thence South 00 degrees 28 minutes 19 seconds East 283.58 feet along the Western described line of said Ward parcel and its Southern extension to the Northern described line of the Cripe Parcel recorded in Instrument Number 0405762, and a found 5/8-inch diameter rebar; thence South 88 degrees 21 minutes 33 seconds West 314.46 feet along the Northern described line of said Cripe Parcel, the Northern described line of the Huse Parcel recorded in Instrument Number 201500513896 and the Northern described line of the Smith Parcel recorded in Instrument Number 9907194, to the Northwest described corner of said Smith Parcel, the Eastern described line of the Coffey Parcel recorded in Instrument Number 201300014361, and a found 5/8-inch diameter rebar; thence North 00 degrees 28 minutes 19 seconds West 269.44 feet along the Eastern described line of said Coffey Parcel to a found 5/8-inch diameter rebar; thence along the accepted Northern and Western lines of said Coffey Parcel as they are monumented for the next Three (3) calls; (1) thence South 88 degrees 21 minutes 33 seconds West 94.64 feet to a found 5/8-inch diameter rebar; (2) thence South 75 degrees 31 minutes 33 seconds West 227.00 feet to a found 5/8-inch diameter rebar and THE POINT OF BEGINNING of this description; (3) thence South 10 degrees 51 minutes 33 seconds West 274.42 feet to the Northern platted line of John N. Stark's Addition to the Town of Whitestown, as Recorded in Plat Book 4, Page 77, and a found 5/8-inch diameter rebar; thence South 88 degrees 21 minutes 33 seconds West 824.44 feet along the Northern platted line of said Stark's Addition and the Northern described line of the Bowman Parcel recorded in Instrument Number 201600009077, to an Eastern described line of the Cornwell Parcel recorded in Deed Record 200, Page 270, and a found 5/8-inch diameter rebar; thence North 01 degree 38 minutes 27 seconds West 99.85 feet along the Eastern described line of said Cornwell Parcel to the Northeast corner thereof and a found 5/8-inch diameter rebar; thence South 88 degrees 21 minutes 33 seconds West 298.03 feet along the Northern described line of said Cornwell Parcel, the Northern described line of the Graves Parcel recorded in Instrument Number 201300011678 and the Northern described line of the Riddle Parcel recorded in Deed Record 144, Page 285, to the Northwest corner of said Riddle Parcel, to the Eastern described line of the Yeadon Parcel recorded in Instrument Number 200900010798 and found 5/8-inch diameter rebar; thence North 00 degrees 34 minutes 20 seconds West 183.80 feet along the Eastern described line of said Yeadon Parcel to the Northeast corner thereof and a Schneider rebar; thence South 88 degrees 21 minutes 33 seconds West 182.15 feet along the Northern described line of said Yeadon Parcel to the Eastern described line of the Sortor Parcel recorded in Instrument Number 201200011632, and a found 5/8-inch diameter rebar; thence North 00 degrees 34 minutes 20 seconds West 205.31 feet along the Eastern described line of said Sortor Parcel to the Northeast corner thereof, and the Southern described line of the Whitestown Lions Park, Inc. Parcel recorded in Instrument Number 200500515312; thence North 88 degrees 45 minutes 39 seconds East 403.60 feet along the Southern described line of said Lions Park Parcel to the Southeast corner thereof and a Schneider rebar; thence North 00 degrees 34 minutes 20 seconds West 685.67 feet along the Eastern described line of said Lions Park Parcel to the Northeast corner thereof, the Southern described line of the D R Horton – Indiana, LLC Parcel recorded in Instrument Number 2018010533 and a Schneider rebar; thence North 88 degrees 32 minutes 45 seconds East 434.91 feet along the Southern described line of said D R Horton – Indiana, LLC Parcel to the West line of the East Half of the Southeast Quarter of said Section 18 and a found 5/8-inch diameter rebar; thence North 88 degrees 32 minutes 45 seconds East 75.00 feet; thence South 27 degrees 09 minutes 09 seconds East 999.49 feet to the Point of Beginning, containing 23.57 acres, more or less.